



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Russell L. Miller et al.

Serial No.: 10/817,559

Filing Date: April 2, 2004

Confirmation No.: 3797

For: **BATTERY RACK AND SYSTEM**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

POWER OF ATTORNEY

Sir:

The undersigned, assignee of the entire interest in and to an application of Russell L. Miller et al. for U.S. Letters Patent for a BATTERY RACK AND SYSTEM, filed April 2, 2004, Serial No. 10/817,559, by an assignment document recorded with the Patent and Trademark Office (a copy attached hereto) hereby appoints the firm of Womble Carlyle Sandridge & Rice, PLLC, comprising:

LOUIS T. ISAF, Reg. No. 29,078  
STEVEN D. KERR, Reg. No. 32,472  
JOHN J. TIMAR, Reg. No. 32,497  
DAVID S. BRADIN, Reg. No. 37,783  
THOMAS B. MCGURK, Reg. No. 44,920  
JACK B. HICKS, Reg. No. 34,180  
LEWIS S. ROWELL, Reg. No. 45,469  
IAN A. CALVERT, Reg. No. 50,186  
NANDA K. ALAPATI, Reg. No. 39,893  
DAVID WIGLEY, Reg. No. 52,362  
JEFFREY ARNOLD, Reg. No. 39,540

JAMES F. VAUGHAN, Reg. No. 31,889  
D. SCOTT SUDDERTH, Reg. No. 34,026  
STEVEN L. SCHMID, Reg. No. 39,358  
CARL B. MASSEY, JR., Reg. No. 44,224  
C. ROBERT RHODES, Reg. No. 24,200  
JEFFREY R. MCFADDEN, Reg. No. 46,916  
CRAIG H. POPALIS, Reg. No. 49,028  
PAUL KIMBALL, Reg. No. 34,601  
BARRY S. GOLDSMITH, Reg. No. 39,690  
KEATS A. QUINALTY, Reg. No. 46,426

as attorneys and/or agents with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

Furthermore, in accordance with 37 CFR 3.73(b), the undersigned hereby states that the documentary evidence of a chain of title from the original owner to the assignee, i.e. assignment

document referenced above, has been reviewed and the undersigned certifies that, to the best of assignee's knowledge and belief, title is in assignee who seeks to prosecute this application.

**PLEASE ADDRESS ALL COMMUNICATIONS AND TELEPHONE CALLS TO:**

**C. Robert Rhodes**  
**Womble Carlyle Sandridge & Rice, PLLC**  
**P.O. Box 7037**  
**Atlanta, GA 30357-0037**  
**Tel: (336) 574-8040**

DOUGLAS BATTERY MANUFACTURING COMPANY

G. Walker Douglas  
G. Walker Douglas  
Vice-President Manufacturing, Secretary, & Assoc.  
General Counsel

Date: 8-17-04  
File No.: D1243 1010.1 (133.5)

ASSIGNMENT

This Assignment made by us, **Russell L. Miller**, a citizen of the United States of America, residing in Boonville, North Carolina, **Henry Jarrett**, a citizen of the United States of America, residing in Winston-Salem, North Carolina, **Andrew Marrappa**, a citizen of the United States of America, residing in West Chester, Pennsylvania, and **David G. Vutetakis**, a citizen of the United States of America, residing in High Point, North Carolina, hereinafter referred to as assignors.

**DUPLICATE  
DO NOT DETACH  
DO NOT RECORD**

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in a BATTERY RACK AND SYSTEM for which we have made an application for Letters Patent of the United States, application serial number 10/817,559, filed April 2, 2004, and

WHEREAS, Douglas Battery Manufacturing Company, a corporation duly organized and existing under the laws of the State of North Carolina and having a principal place of business in Greensboro, County of Guilford, State of North Carolina, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in the specification executed by us concurrently herewith, and any and all Letters Patent which shall be granted therefor;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over unto the said assignee, its successors and assigns, the entire right, title and interest in and to the above-mentioned application and invention and in and to any and all Letters Patent of the United States which may hereafter be granted therefor, and in any and to any and all continuations, continuations-in-part, substitutions,

divisions or reissues of said Letters Patent, the same to be held and enjoyed by the said assignee, for its interest, and for its own use and behalf, and the use and behalf of its successors and assigns, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that at the time of the execution and delivery of these presents we are the joint and lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above-mentioned and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth.

And for the consideration aforesaid, we hereby covenant and agree to and with the said assignee, its successors and assigns, that we will, whenever its counsel or the counsel of its successors and assigns, learned in the law, shall advise that an amendment, division, continuation, continuation-in-part, or substitution of, or any other proceeding in connection with said application, including interference proceedings, is lawful and desirable, sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue of the same without charge to our said assignee, its successors or assigns, but at its or their expense.

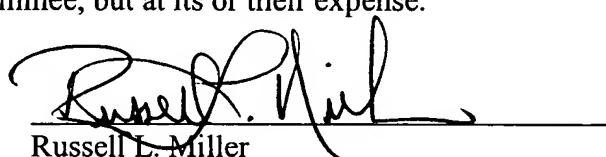
We hereby request the Commissioner for Patents to issue the Letters Patent in accordance with this instrument.

For the consideration aforesaid, we have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said assignee, its successors, assigns

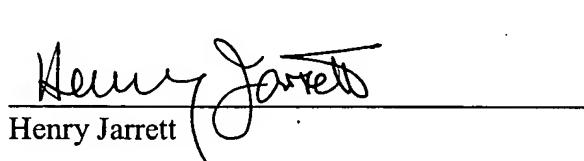
or nominee, the entire right, title and interest in and to any and all Letters Patent for said invention which may be granted in countries foreign to the United States and in and to any applications for Letters Patent which may be filed for said invention in countries foreign to the United States and in and to the invention described in said application; and we hereby authorize and empower the said assignee, its successors, assigns or nominees to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successor, assignee, or nominee, in any and all countries where it may desire to file such application and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for procurement of Letters Patent, or other form of protection, for said invention or inventions in countries foreign to the United States, and for further investing or confirming the right and title therein to the assignee, its successors, assignee, or nominee, without charge to our said assignee, its successor, assignee or nominee, but at its or their expense.

**DUPPLICATE  
DO NOT DETACH  
DO NOT RECORD**

Date: 8/18/04

  
Russell L. Miller

Date: 8.18.04

  
Henry Jarrett

Date: \_\_\_\_\_

Andrew Marraffa

Date: 18-Aug-2004

  
David G. Vutetakis